

6/30/2002

4406

AGREEMENT

BETWEEN

BERKLEY COMMAND OFFICERS ASSOCIATION

AND

CITY OF BERKLEY

1997-2002

Berkley, City of

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY COMMAND OFFICERS

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AGREEMENT

This agreement entered into this Fourth day of May, 1998, by and between the City of Berkley, hereinafter referred to as the "City", a municipal corporation, and the Berkley Police Command Officers' Association, hereinafter referred to as the "Association", representing certain employees in the City, hereinafter referred to as the "employee" or "employees".

ARTICLE I: PURPOSE

101        **PURPOSE OF AGREEMENT**

101.1      The purpose of this agreement is to set forth the wages, hours, and conditions of employment of those employees of the City of Berkley who are members of the collective bargaining unit as subsequently defined in this agreement.

ARTICLE II: RECOGNITION

201        **ASSOCIATION RECOGNITION**

201.1      The City of Berkley recognizes the Berkley Police Command Officers' Association, represented by the Police Officers Labor Council , as the sole and exclusive bargaining agent to the extent permitted and required by Public Act 379 of 1965, for such employees as it represents. The City will negotiate with the Association on items relating to rates of pay, wages, hours and conditions of employment.

202        **MANAGEMENT RIGHTS**

202.1      The Association recognizes the City as the sole authority to control it's properties and the maintenance of order and efficiency and the right of the City to establish and maintain rules and regulations governing the operation of the Department and the employees therein and the right to suspend or discharge for just cause. The foregoing is subject only to any seniority rules, grievance procedures, and other express provisions of this agreement as may be hereinafter set forth, providing however, that the recognition herein granted shall in no case supersede or take precedence over the City Charter or the rules and regulations of the City.

203        **NON-INTERFERENCE**

203.1      The City will not interfere with, discourage, restrain, or coerce employees because of their membership in the Association or any lawful activities therein.

204        **ASSOCIATION MEMBERSHIP**

204.1      The collective bargaining unit covered by this agreement shall consist of all full time sergeants and lieutenants of the Berkley Public Safety Department and excluding all other employees of the City.

205        **CHECK-OFF OF DUES AND FEES**

205.1      The employer agrees to deduct the Association membership dues and/or collective bargaining service fees from the pay of those employees who individually request in writing that such deductions be made.

206        **AGENCY SHOP**

206.1      The parties recognize that all employees covered by this Agreement should pay their fair share of the cost of negotiating and administering the Agreement.

206.2      It shall be a continuing condition of employment that all employees covered by this Agreement shall either maintain membership in the Association by paying the Association's uniform dues, fees, and assessments, or shall pay a collective bargaining service fee as determined by the Association for costs of negotiating and administering this and succeeding Agreements.



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206.30 Any employee who has failed to either maintain membership or pay the requisite fee shall not be retained in the bargaining unit covered by this Agreement; provided, however, no employee shall be terminated under this Article unless:

206.31 The Association has notified him/her by certified letter addressed to her/his address last known to the Association spelling out that he/she is delinquent in payment of dues or fees, specifying the current amount of delinquency, and warning the employee that unless such amount is tendered within ten (10) calendar days, he/she will be reported to the City for termination from employment as provided for herein, and,

206.32 The Association has furnished the City with written proof that the foregoing procedure has been followed.

206.33 The Association will provide to the City, in affidavit form signed by the Association Treasurer, a certification that the amount of delinquency does not exceed the collective bargaining service fee including, but not limited to, the cost of administering and negotiating this and succeeding agreements.

206.4 Upon the demand of the City, the Association agrees that it will defend the City in any legal proceeding brought by a person contesting the administration of this section or the amount of the collective bargaining service fee and to reimburse the City upon its payment of any judgment of damages, costs, or any other court mandated expense.

**ARTICLE III: CONTRACT NEGOTIATIONS**

**301 REPRESENTATION AT NEGOTIATIONS**

301.1 The Berkley Police Command Officers' Association shall be represented in all negotiations by a committee of the Association. The City shall negotiate with those representatives as herein provided.

301.2 The City and the Association shall each name a bargaining committee of not more than three (3) persons. Any changes in bargaining committee shall result in a written notification to the other party within ten (10) days.

**302 CONTRACT RATIFICATION**

302.1 A contract shall be considered to be ratified by the Association when the president of the Association delivers to the City written notice that the Association has acted favorably upon the question of ratification. Thereafter, City Council shall act on the question of ratification in the manner provided in the City Charter for the approval of contracts.

302.2 Ratification of a new contract shall be completed only when it has been ratified by both the membership of the Association and by the Berkley City Council.

**303 EXTENSION OF CONTRACT DURING NEGOTIATIONS**

303.1 In the event that negotiations extend beyond the said expiration date of this agreement, the terms and provisions of this agreement shall remain in full force and effect pending agreement upon a new contract.

**304 MODIFICATION OF CONTRACT BY MUTUAL CONSENT**

304.1 In the event that modification of the agreement is desired by either the City or the Association, it may be performed by mutual agreement without altering the remainder of the contract.

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ARTICLE IV: ASSOCIATION ACTIVITIES

401 GRIEVANCE COMMITTEE

401.1 A grievance committee of not more than three (3) members of the Association shall be afforded reasonable time during working hours without loss of pay for the purpose of negotiating with the City, processing grievances and administering or enforcing provisions of this agreement.

402 ASSOCIATION MEETINGS

402.1 The Association may schedule meetings on City property insofar as such meetings are not disruptive of the duties of the employees or the efficient operation of the Department. All such meetings on City property shall take place after the regular hours of the City Hall and only upon prior notification of the Director. Reasonable effort will be made to relieve personnel working for said meetings.

403 JOINT RESPONSIBILITIES UNDER ACTS 336 AND 312

403.1 The parties recognize their responsibilities under Act 336 of the Public Act of 1947 as amended, Act 312 of the Public Act of 1969 as amended, and agree to abide by the provisions thereof.

ARTICLE V: EDUCATION

501 TUITION REIMBURSEMENT

501.1 Full-time permanent members of the Association may receive full or partial payment for the purpose of taking courses directly related to his/her work as determined by the Public Safety Director, including the cost of books required by the university or college in accordance with the following tuition reimbursement schedule:

100% Reimbursement for Grade C or above.

502 EDUCATIONAL INCENTIVE PAYMENTS

502.10 The City will make an annual educational incentive payment in July to those officers who have accumulated certain course credits earned at institutions of higher education. Credits will be accepted for use in determining the amount of the educational incentive payment only if they shall meet all of the following specifications:

502.11 The credits are based on an accredited college semester system, or an equivalent recognized in advance by the City.

502.12 The credits are documented in the form of certified official college transcripts which it shall be the employee's responsibility to obtain and supply to the City.

502.13 The credits are earned in a course in which the employee obtained a final grade of 'C' or better.

502.14 The credits are earned in courses acceptable to an institution of higher education as meeting its requirements for successfully completing an educational program leading to an Associates, Baccalaureate, or Master's Degree in the field of police administration and the employee is officially enrolled in one such degree program at the time the credits are earned or transfer credit accepted by the institution.

502.15 The credits are earned within ten (10) years prior to the date of payment unless such credits have formed the basis for an Associates, Baccalaureate, or Master's Degree, and the employee has earned at least four (4) credits during the year prior to the submission deadline specified in Section 2.3.

502.2 No payment under the educational incentive program shall be made until an employee has completed eighteen (18) continuous months of service with the City as a public safety officer.



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502.3 Payments under the educational incentive program will be made in July based upon acceptable credits submitted on or before June 30. At it's option, the City may waive the July payment until September for the sole purposes of permitting an officer to complete a course on which a grade of 'I' (Incomplete) has been received, or to allow time to obtain information necessary to demonstrate conformance with the specifications listed in Section 2.0.

502.4 Payments under the educational incentive program shall be in amounts as provided in the following schedule:

Approved Credit Hours or Degrees	Amount
30	\$150.00
62	\$300.00
Bachelor's Degree	\$450.00

**ARTICLE VI: GRIEVANCE PROCEDURES**

**601 GRIEVANCE DEFINED**

601.1 A grievance under this agreement is a written dispute, claim, or complaint arising under and during the term of this Agreement filed with management by either an authorized representative of, or an employee in, the bargaining unit.

601.2 Grievances shall be limited to matters of interpretation or application of the provisions of this Agreement.

**602 INFORMAL DISPOSITION OF GRIEVANCE**

602.1 An employee having a complaint or dispute may take up the matter with the Director of Public Safety to be resolved on an informal basis.

**603 WRITTEN GRIEVANCE**

603.1 A grievance which is not settled by means of the informal process described in Section 2.0 shall be set down in writing prior to further consideration by the City. The written grievance shall contain the following information.

603.21 The name(s) and employee number(s) of the aggrieved employees;

603.22 The date(s) of the events with which the grievance is concerned;

603.23 The citation of the specific provision(s) of this agreement allegedly misinterpreted by the City:

603.24 A description of the events which brought about the grievance.

603.25 The corrective action requested to be taken by the City.

**604 ASSOCIATION GRIEVANCE REVIEW**

604.1 Prior to submission of a written grievance to the City, it shall be reviewed by the officers of the Association or a committee of the Association established for that purpose.

**605 SUBMISSION OF WRITTEN GRIEVANCE**

605.1 A written grievance must be filed within five (5) working days, of the occurrence or event giving rise to the grievance or, after the aggrieved employee may reasonably be presumed to have knowledge of the matter, otherwise no grievance shall be deemed to exist.

605.2 The procedure for informal disposition of grievances as described in Section 2.0 shall not, when used, delay or otherwise postpone the time for submission of the written grievance unless such is agreed to in writing by the City.

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**606 DISPOSITION OF WRITTEN GRIEVANCES**

606.10 Step 1: The written grievance shall first be submitted to the Director of Public Safety who shall respond in writing within five (5) working days.

606.20 Step 2: If the response of the Director does not satisfactorily resolve the grievance, it may be submitted to the City Manager within five (5) working days following receipt of the response from the Director of Public Safety. The City Manager shall respond to the grievance in writing within five (5) working days.

**607 MEETING TO RESOLVE GRIEVANCE**

607.1 The Association may request a meeting with representatives of the City for the purpose of resolving the written grievance. Such meeting may be attended by the employee(s) submitting the grievance, not more than two (2) officers of the Association and a staff representative of the Association. City employees while attending such meetings shall be paid their regular straight time rate of pay.

**608 APPLICATION OF TIME LIMITS**

608.1 Grievances shall be processed from one step to the next within the time limit prescribed in each of the steps. Any grievance upon which a disposition is not made by the City within the time limits prescribed, may be referred to the next step in the grievance procedure, the time limit to run from the date when time for disposition expired. Any grievance not carried to the next step by the Association within the prescribed time limits, shall be automatically closed upon the basis of the last disposition.

608.2 The City and the Association may mutually agree to extend any time limit specified in this article.

608.3 For purposes of interpretation of this Article, a working day shall be any day except Saturday, Sunday or Holiday on which City Hall is closed.

**609 GRIEVANCES RELATED TO DISCIPLINE OR DISCHARGE**

609.1 When an employee is given a disciplinary discharge or layoff or a written reprimand and/or warning which is affixed to his/her personnel record, the Association will be promptly notified in writing of the action taken. Such disciplinary action shall be deemed final and automatically closed unless a written grievance is filed within five (5) working days from the time of presentation of the notice to the Association.

609.2 Grievances regarding discharge may, with the consent of the parties, be commenced at any stage of the grievance procedure or may, with the consent of the parties, be advanced and processed out of order.

609.3 All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or worker's compensation attributable to any lost wages that he/she may receive.

609.4 An employee who is reinstated after discharge and/or disciplinary layoff shall be returned to the same work if available, work of a similar class at the same rate of pay, or as may be agreed to by the parties, as the case may be.

**610 DISPOSITION OF GRIEVANCES FINAL AND BINDING**

610.1 Any and all grievances resolved at any step of the grievance procedure as contained in this Agreement shall be final and binding on the City, the Association and any and all unit employees involved in the particular grievance.

610.2 The grievance procedure may not be used for purposes of modifying the terms and conditions of this agreement which are the proper subjects of collective bargaining.

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610.3 The City shall not be required to pay back wages for periods prior to the occurrence or event giving rise to the grievance; provided that in the case of a pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of that pay period providing the employee files his/her grievance within five (5) working days after receipt of such pay.

**611 ARBITRATION OF CERTAIN GRIEVANCES**

611.10 If the response of the City Council does not satisfactorily resolve a grievance final and binding arbitration of the grievance may be initiated within fifteen (15) working days of receipt of the Manager's response.

611.20 Initiation of arbitration shall be in the form of written notice to the City Manager of the determination of the Association to have the grievance settled by means of arbitration. Within a ten (10) working day period of receipt of notice that arbitration has been initiated, the City and the Association shall attempt to mutually agree upon and select a person to serve as arbitrator.

611.21 If the City and the Association cannot, or do not, mutually agree upon the selection of an arbitrator, within the ten (10) day period provided, the matter shall be forwarded to the American Arbitration Association for the appointment of an arbitrator as provided by the procedures and rules of that agency.

611.30 It shall be the function of the arbitrator, and he/she shall be empowered, except as his/her powers are limited below, after due investigation, to make a written decision regarding the grievance based upon the facts and law presented.

611.31 He/she shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this agreement.

611.32 He/she shall have no power to establish wage rates or change the wage structure of this agreement.

611.33 He/she shall have no power to change any practice, policy, or rule of the City that is not contrary to, or inconsistent with the specific terms and conditions of this agreement, nor to substitute his/her judgment for that of the City as to the reasonableness of any such practice, policy, rule. His/her powers shall be limited to deciding whether the City has violated the express articles or sections of this agreement; it being understood that for the purpose of the arbitrator's authority, any matter not specifically set forth herein remains within the reserved rights of the City.

611.34 He/she shall have no power to decide any question which, under this agreement, is within the responsibility of management to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of management and shall so construe the agreement that there will be no interference with such responsibilities, except as they may be specifically conditioned by this agreement.

611.35 If either party disputes the arbitrability of any grievance under the terms of this agreement, the arbitrator shall first determine the question of arbitrability. In the event that a case is appealed to an arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendation on its merits.

611.40 There shall be no appeal from an arbitrator's decision if within the scope of his/her authority as set forth above. It shall be final and binding on the Association, its members, the employee or employees involved, and the City.

611.50 The fees and expenses of the arbitrator shall be shared equally by the City and the Association. All other expenses shall be borne by the party incurring them, and neither party shall be responsible for the expense of witnesses called by the other.

611.60 No decision in any one case shall require a retroactive wage adjustment in any other case.

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**612 COMBINATION OF GRIEVANCES**

612.1 Where several like grievances have been submitted, the Association and the City may mutually agree in writing to the consolidation of the individual grievances into one grievance.

**ARTICLE VII: HOURS OF EMPLOYMENT**

**701 REGULAR WORK SCHEDULE**

701.1 An employee's annual regular work schedule shall not exceed 2,080 hours per year and each employee shall receive eight (8) days off each twenty-eight (28) days.

**702 SCHEDULING AND EXCHANGE OF LEAVE DAYS**

702.1 Each member of the bargaining unit shall submit a list of requested leave days. Requests shall be submitted not later than March 1st, of each year for the period starting on the first Saturday in April, and September 1st, of each year for the period starting on the first Saturday in October.

702.20 Except in cases when the efficient, effective, and orderly operation of the department would be adversely effected thereby, the Director shall grant the requested schedule of leave days subject to the following criteria:

702.21 At least one command officer is scheduled on duty for each work shift.

702.22 Unless time is of the essence, the Director shall advise the Association on a timely basis, or the Association may advise the Director, of foreseeable conditions which may necessitate the denial of a requested leave day schedule. If the affected employee(s) object to the proposed denial of leave day selections, the City through its representatives and the Association shall endeavor in good faith to satisfactorily resolve the matter in some other manner.

702.23 Each member of the bargaining unit is able to schedule two consecutive leave days on at least one weekend per 28 day schedule consisting of either a Friday and Saturday, or a Saturday and Sunday.

702.30 An employee shall be permitted to reschedule or shift a maximum of two assigned work or leave days per 28 day leave schedule, provided the change does not create a necessity for overtime, and does not increase the necessity for payment of acting shift commander wages.

702.31 An employee shall submit to the shift commander written notice of intent to reschedule a leave day not more than 30 days in advance of any work or leave day effected by the schedule change. The shift commander shall grant or deny the intended change in schedule not later than the end of the employee's next following regularly scheduled shift actually worked.

702.4 The exchange of days may be permitted upon approval of the Shift Commander. Responsibility for accounting for such trades will not be that of the City.

**703 LUNCH PERIOD - MEAL EXPENSE REIMBURSEMENT**

703.1 All employees shall be entitled to one-half hour lunch period during his/her eight (8) hour tour of duty.

703.2 Reimbursements for meals purchased while away on approved City business travel, shall be limited to the actual costs thereof.

**704 JURY DUTY**

704.10 Members of the bargaining unit who are called for service on a jury shall receive their base salary for the period of their absence as follows:

704.11 Employees scheduled on the midnight shift shall be excused from, and receive pay for the entire shift.



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704.12 Employees scheduled on shifts other than the midnight shift shall be excused from, and receive pay for the actual reasonable amount of scheduled work time needed to be in attendance at Court.

704.13 Employees receiving pay from the City for time spent on jury duty shall turn over to the City all amounts they receive from the Court as payment for their jury service appearances.

**705 SHIFT ASSIGNMENTS**

705.1 Except in cases of emergency declared by the Director or an authorized acting director, the department will ordinarily operate from day to day using three consecutive work shifts of eight (8) hours each.

705.2 Each employee shall submit to the Director a request for assignment to one of the three daily work shifts described in Section 705.1 of this Article. Requests shall be submitted not later than January 31st of each year for the period starting on the first Saturday in April, and July 31st of each year for the period starting on the first Saturday in October. The employee may submit a first choice and a second choice of desired shifts. The Director shall grant requested shift assignments based upon the seniority of the employee submitting the request except in cases when the efficient, effective, and orderly operation of the department would be adversely effected thereby.

705.3 The Director may reassign an employee to a specific shift at any time when the efficient, effective, and orderly operation of the department would be better served thereby. If the purpose for such a reassignment can be accomplished on a voluntary basis, selection shall be based upon seniority. Otherwise reassignments shall be based upon the reverse seniority of the affected employees. When the Director must refuse a requested shift assignment or make a shift reassignment, the employee shall be provided a written explanation of the necessity for the denial or change within two (2) days.

705.4 Unless time is of the essence, the Director shall advise the Association on a timely basis, or the Association may advise the Director, of foreseeable conditions which later may necessitate the denial of a requested shift assignment, or the reassignment among shifts of one or more employees. If the affected employees object to the proposed reassignment or denial of the requested shift assignment, the City through its representatives and the Association shall endeavor in good faith to satisfactorily resolve the matter in some other manner.

705.50 The following operating conditions shall be considered generally sufficient to warrant the denial of a requested shift assignment, or making a shift reassignment, but shall not supersede the obligations established in Sections 705.3 and 705.4.

705.51 Shift assignment of probationary employees at the sole discretion of the Director.

705.60 There must be a minimum of one (1) range officer available per shift including uniformed command officers without causing or increasing the necessity of overtime.

**706 OVERTIME, PAID TIME OFF NOT PRECLUDED**

706.1 The provisions of this article shall not preclude the City from assigning work for a shift longer than eight (8) hours, or to reduce the number of days off, subject to the provisions of the article in this agreement concerning the compensation of overtime work.

706.2 Further, the provisions of this article shall not be construed as preventing the employee from taking paid time off for annual leave, sick leave, holidays, etc., consistent with the terms of the appropriate articles found in this agreement.



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**ARTICLE VIII: HOLIDAYS**

**801 HOLIDAYS**

801.1 Paid Holidays shall be as follows:

New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Veterans Day  
Thanksgiving Day  
The Day After Thanksgiving  
Christmas Day  
one day before Christmas  
one day before New Year's Day  
Washington's Birthday  
Easter  
and one-half day on Good Friday.

**802 HOLIDAY BUY-BACK**

802.1 Holidays shall be taken as scheduled pursuant to Section 804.1 of this Article, or be paid in a lump sum at the prevailing hourly rate the last pay period of May each year.

802.2 The annual pay-back shall at minimum be sufficient to reduce an employee's unused, unpaid, accumulated balance to a maximum of eighty (80) hours. This maximum shall not apply to employees whose accumulated balance exceeded 80 hours immediately following the pay back of May, 1977. In these cases, the maximum shall be the number of hours to the employee's credit following the May, 1977 pay-back, or such lesser number of hours down to 80 hours which may result following annual pay-backs in May, 1978 and thereafter.

**803 PERSONAL DAY**

803.1 In addition to the Holidays described in Section 801.0, each member of the Bargaining Unit shall receive three (3) paid Personal Days off per fiscal year. Personal Days shall be taken as scheduled pursuant to Section 804.0 of this Article,

803.2 Personal Days must be used in the year in which earned, and may not be carried from one year to the next, or be bought back.

**804 SCHEDULED USE OF HOLIDAYS AND PERSONAL DAYS**

804.1 Holidays and Personal Days described in this Article may be taken off upon approval of the Shift Commander. The Shift Commander shall grant or deny the requested time off not later than the end of the employee's next following regularly scheduled shift actually worked, subject to the following conditions:

804.2 Granting the time off does not create or increase the necessity for making up a shift shortage.

804.3 The request for the time off is made not more than thirty (30) days in advance of the date requested.

**ARTICLE IX: OVERTIME PAY**

**901 TIME AND ONE-HALF**

901.1 Employees who are required to work over the normal eight hour day or forty hour week shall be compensated for such time at one and one-half times their normal salary rate, subject to the fifteen minute grace period provided in Section 2.

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**902 FIFTEEN MINUTE GRACE PERIOD**

902.10 The City shall not be required to pay an officer for time worked over his/her eight hour day if such period does not exceed fifteen minutes. Overtime shall be paid in increments of quarter hours according to the following scale:

902.11 0 -15 minutes overtime - no pay

902.12 16-30 minutes overtime - pay for one-half hour, at the rate of time and one-half

902.13 31-45 minutes overtime - pay at the rate of time and one-half for three quarters of an hour.

902.14 46-60 minutes overtime - pay at the rate of time and one-half for one hour.

**903 ADDITIONAL SHIFT MANPOWER**

903.1 An employee working overtime for the purpose of adding additional employees to a shift shall be paid for the time worked at the rate of one and one-half times his/her prevailing hourly rate, with a minimum of three (3) hours.

903.2 The minimum hours of overtime pay described in section 3.1 shall not be paid when overtime work overlaps the start, or end, of an employee's scheduled work shift.

**904 COURT TIME**

904.1 Court time outside of regular work hours to be paid at time and one-half, with a minimum of two (2) hours for Municipal Court and three (3) hours for Circuit Court. A minimum of three (3) hours will also be paid for appearances, when so directed by the City, before the Probate Court, Driver's License Appeal Board, Michigan Liquor Control Commission, and State or Federal Parole Hearings.

904.20 Personal auto expense reimbursement from city hall to and from out-of-town appearances as specified in Section 4.1 of this article, shall be paid at the rate of \$0.23 per mile.

**905 COMPENSATORY TIME OFF**

905.10 An employee may accumulate up to eighty hundred twenty (120) hours of overtime work as compensatory time. Such compensatory time may be taken off upon approval of the Shift Commander at those times when it would not necessitate making up shift shortage. Overtime work at time and one-half rates may be accumulated as compensatory time at time and one-half. Anything in excess of hundred twenty (120) hours shall be paid at time and one-half.

905.11 Accumulated compensatory time may not be bought back at any time.

**906 REQUIRED SCHOOL ATTENDANCE**

906.1 An employee required to attend school outside of in-service training will not be required to work his/her regular shift during the school day.

906.2 All in-service schools required within the department will be paid at the employee's prevailing hourly rate, or the employee may elect compensatory time as described in Section 905 of this Article at the rate of 1.5 hours of compensatory hours for each hour in attendance at the in-service school.

**907 ROTATION OF OVERTIME**

907.10 Overtime for purposes of filling a shift shortage, created by the absence of an officer from work who is either a member of this bargaining unit or the patrol officers' bargaining unit, which has been approved pursuant to the authority of the Public Safety Director to make, or delegate, such determinations, shall be assigned based upon the following selection order:

907.11 Rotating list voluntary assignment of an officer from the short shift.

907.12 Rotating list voluntary assignment of an officer from the shift that precedes the short shift.

907.13 Rotating list voluntary assignment of an officer from the shift that follows the short shift.

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907.140 Directed, non-voluntary, assignment of the officer with the least seniority based upon date of hire. The low seniority employee will be excused if on leave for illness or disability, on emergency or bereavement leave, or on annual leave.

907.141 If the low seniority employee is excused, or is not excused, but is otherwise unavailable, the next lowest seniority employee shall then be considered the low seniority employee for purposes of assignment of the overtime work and being excused. This procedure shall be followed, working in reverse seniority, until an employee is assigned and works the overtime.

907.20 The selection and assignment system described in Section 907.10-907.141 shall not apply in any other situation where overtime may be necessitated, including, but not limited to:

907.21 Call-backs, early report for duty, working beyond shift change, special events and similar conditions.

907.22 Non-patrol sections of the department.

**908 REQUIRED OVERTIME ON DAY OFF**

908.1 Any employee required to work on his/her regularly scheduled day off shall be paid at the rate of one and one-half times his/her prevailing hourly rate.

**ARTICLE X: SICK LEAVE**

1001 (Deleted)

**1002 MONTHLY SICK LEAVE EARNED**

1002.1 Sick leave shall be earned at the rate of eight (8) working hours per month.

**1003 EVIDENCE OF ILLNESS-TRADING**

1003.1 Granting of sick leave for more than three (3) working days without the necessity of evidence shall be prohibited. Evidence shall consist of a doctor or hospital statement showing illness. No trading of sick leave hours shall be allowed for any reason.

**1004 NOTIFICATION OF SHIFT COMMANDER**

1004.1 To be eligible for sick leave, the employee must notify the Commander of the preceding shift prior to normal reporting time.

**1005 SICK LEAVE ACCUMULATION BUY-BACK**

1005.1 Upon retirement, an employee shall be paid wages for all accumulated sick leave up to and including 320 hours at one-fourth (1/4) his/her normal salary rate; for all accumulated sick leave between 320 hours and 600 hours, he/she shall be paid at one-half (1/2) his/her normal salary rate; for all accumulated sick leave between 600 hours and 960 hours, he/she shall be paid at two-thirds (2/3) his/her normal salary rate.

1005.2 On the first pay period after July 1, each year, an employee shall be paid wages annually at his/her prevailing rate, equal to 100% of all accumulated sick leave held by that employee in excess of 120 days (960 hours).

**1006 BEREAVEMENT LEAVE**

1006.1 Three (3) days, non-chargeable emergency leave will be granted for death in the immediate family. The immediate family in this case shall include spouse, children, father, mother, father-in-law, mother-in-law, brothers, sisters, brothers-in-law, sisters-in-law, grandparents, spouse's grandparents and grandchildren. In addition an employee may use three (3) days sick leave for death in the immediate family.

1006.2 Emergency leave for death in the family shall be used only for purposes clearly related to the circumstances for which the absence is granted.

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**1007 FAMILY ILLNESS/INJURY LEAVE**

1007.1 Sick leave may be used for absence due to serious illness or injury in the immediate family. Such absence shall not exceed three (3) days a year. The immediate family, for the purpose of interpreting this section 1007.1 only, shall consist of spouse, father, mother, brothers, sisters, grandchildren and children.

1007.20 The City and the Association recognize their respective rights and obligations pursuant to the terms of the Family and Medical Leave Act of 1993 PL 103-3 (FMLA) and implementing regulations.

1007.21 For purposes of interpretation, an employee's accrued compensatory time off hours and accrued holiday time off hours shall be considered as personal leave for purposes of substitution for unpaid leave under the FMLA taken pursuant to subparagraph (A), (B), (C) or (D) of subsection (a)(1) of the FMLA Act. Unpaid FMLA leave will be granted for the remaining balance of time off to which the employee is entitled under the FMLA Act after all paid time off which an employee has accrued is exhausted.

1007.22 When paid leave is substituted for unpaid leave as provided under FMLA and section 1007.21 of this agreement, available accumulated time to the employee's credit shall be used and exhausted in the following order; compensatory time, personal days, annual leave, sick leave and holiday time. When time off is for the employee's own serious health condition, available sick leave shall be used and exhausted first then followed by compensatory time, personal days, annual leave and holiday time

**1008 USE OF SICK LEAVE**

1008.10 An employee may draw his/her sick leave credit for the following:

1008.11 Bona fide personal illness or injury. If the employee claims illness, the City shall have the right, subject to the grievance procedure, to withhold payment unless a doctor's note is presented to the Public Safety Director.

1008.12 A maximum of three (3) days a year when attendance is necessary in emergencies involving members of the immediate family as outlined in Section 7 above.

**1009 RECORDS PROVIDED BY CITY**

1009.1 At the close of each calendar year, the City shall provide a list to the Association indicating the number of sick days accumulated during the past year, and the total number of days accumulated since the date of each employee's employment.

**ARTICLE XI: ANNUAL LEAVE**

**1101 ANNUAL LEAVE CREDITS EARNED**

1101.1 Annual leave credits must be earned before taken. An employee shall earn annual leave credits on the following basis:

Consecutive Months of Service	Leave Hours Per Month	Leave Hours ne Time Only
0 - 60	7.00	
At 60 Add		40 Winter
61 - 120	10.50	
At 120 Add		40 Winter
121 - 180	14.00	
At 180 Add		40 Winter
181 - 240	16.00	
At 240 Add		40 Winter
241 - +	18.00	



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**1102 SUMMER/WINTER LEAVE DATES**

1102.1 Summer leave shall be taken between April 1 and September 30. Winter leave shall be taken between October 1 and March 31. The date of summer leave may be waived upon approval of the Director, but shall not conflict with previously scheduled winter leave.

**1103 SELECTION OF LEAVE DATES**

1003.1 Priority of selection of annual leave periods shall be determined within each individual shift on the basis of rank first, and then seniority within rank. Dates requested for annual leave shall be submitted prior to the following scheduled dates or choice privileges shall be lost. Choices shall be final with employees losing choice priority by taking their pick after all other employees have been scheduled.

Rank	Summer Vacation	Winter Vacation
Lieutenant	March 1	September 1
Sergeant	March 7	September 7
Patrolmen	March 15	September 15

1103.21 Annual leave of two consecutive work days or less shall not be granted if the absence of the employee requesting the leave would create or increase the necessity for making up a shift shortage.

1103.22 Scheduled annual leave of two consecutive days or less may not be canceled in order to avoid filling a shift shortage caused by another employee calling in sick on the scheduled day(s).

**1104 BUY-BACK AT SEPARATION OR DEATH**

1104.1 Upon separation from service, an employee shall be paid for his/her earned annual leave at his/her prevailing hourly rate. In the event of death, the employee's beneficiary, if designated, or his/her estate shall be paid the accumulated annual leave pay.

**1105 MAXIMUM ACCUMULATION AND BUY-BACK**

1105.1 Annual leave may be accumulated to a total number of hours equal to the product of the employee's current rate of hours credited per month times twelve (12), plus eighty (80) hours.

1105.2 The City, during the month of March, shall buy back an employee's annual leave hours accumulated in excess of the total hours specified in Section 1105.1 at the employee's then current hourly rate. After July 1, 1996 the buy back shall be made only for hours accumulated in excess of the maximum as a result of the employee being unable to use scheduled annual leave for reasons solely attributable to the City.

**1106 HOURS EARNED CREDITED AT END OF MONTH**

1106.1 Annual leave hours shall be credited as of the last day of each full month of employment. For purposes of interpreting this Section only, a full month shall be considered to have been worked when a new employee's first day of duty falls on or before the fifteenth of the month, and when an employee's separation occurs on or after the sixteenth of the month.

**ARTICLE XII: PROMOTIONS**

**1201 APPLICATIONS, TESTS, POSTING**

1201.1 When there is a permanent vacancy in rank, excepting in cases of combination of administrative offices and reductions of personnel for reasons of economy or efficiency, the position shall be posted within ten (10) days following the occurrence of the vacancy, along with a list of those employees eligible for appointment who shall be given five (5) working days time to apply for such vacancy.



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1201.2 The City Manager will consider and evaluate all applications on the basis of ability and qualifications to be ascertained by advisory written examinations as provided by the Michigan Municipal League, oral examinations and other professionally developed emotional stability tests when deemed appropriate by the City Manager.

**1202 WRITTEN EXAMINATION**

1202.1 The Association shall be provided the opportunity to have a monitor at the giving of written examination. A description of the subject matter to be covered shall be made available at least thirty (30) days prior to the examination.

**1203 ORAL EXAMINATIONS**

1203.1 The oral examination shall be conducted by a Board of Officers which shall be of a rank equal to or greater than the rank to be filled, one of whom shall be appointed by the Association, one by the City, with the third being appointed by the other two. The Association representative shall be paid by the Association.

**1204 ELIGIBILITY**

1204.1 Eligibility shall include all employees below the rank of Captain who have completed three (3) years service in the Department in the rank below that in which the vacancy exists. For this purpose, the rank of Detective shall be considered equivalent in rank to patrolman.

**1205 PRIOR ELIGIBLE LIST**

1205.1 Whenever examinations are conducted to fill a position by promotion, the City shall consider the names on the eligible list remaining after awarding the promotion for a period of one year from the date of the examination.

**1206 WEIGHTS GIVEN EXAMINATIONS**

1206.1 Weights applied to the written and oral examinations:

Written	60%
Oral	40%
Mental Stability	Pass

1206.2 Applicants to pass both the written and oral examinations with a minimum of 70% for each part of the examination before becoming eligible for promotion. In case of equal scores, service and experience in the department shall govern. The City will inform an applicant of his/her own examination scores if the applicant so requests in writing.

**1207 TEMPORARY APPOINTMENT**

1207.10 A promotional vacancy may be filled by the City on a temporary basis for up to 180 days. The temporary promotion may be made at any time. It shall expire whenever any of the following events first occurs:

1207.11 The regular promotional appointment is made.

1207.12 The time limit for making promotions, (specified elsewhere in the article), expires.

**1208 PROBATIONARY PERIOD**

1208.10 Upon being awarded the promotion, the employee shall be deemed to be on probation in the higher position for a period of time as follows:

1208.11 Sergeant Twelve Months

1208.12 Lieutenant Six Months

1208.2 If the employee is disqualified within the probationary period, the employee shall return to the position held immediately prior to the promotion. Otherwise, upon completion of his/her probationary period his/her retention in the higher position shall be equivalent to receiving regular employment in the higher position.

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**1209 TIME LIMITS FOR PROMOTION PROCEDURES**

1209.1 The City shall not unreasonably delay the procedures described in this Article for filling promotional vacancies. Excepting delays caused by factors outside the control of the City, promotions shall be completed within 180 days following the occurrence of the vacancy.

**ARTICLE XIII: SENIORITY**

**1301 SENIORITY DATE--PROBATIONARY PERIOD**

1301.1 Seniority within rank of an employee shall begin as of the day the employee commences receiving pay for service in that rank.

1301.2 If an employee does not complete probation for a rank and is returned to a lower rank within the bargaining unit covered by this agreement, the employee's seniority within the lower rank shall continue without interruption as if the promotion had not occurred.

1301.3 If an employee does not complete probation for a rank and is returned to a position in a bargaining unit that is not covered by this agreement, the employee's seniority shall be determined by the provisions of the agreement with the bargaining unit to which the employee returns.

**1302 RECORDS PROVIDED BY CITY**

1302.1 A seniority list of all employees shall be furnished the Association by the City once a year. An employee's standing on said list will be final unless protested to the City not later than sixty (60) calendar days after the list has been furnished the Association.

**1303 SENIORITY RIGHTS**

1303.1 An employee's seniority shall entitle him/her only to such rights as are expressly provided for in this Agreement.

**1304 TERMINATION OF SENIORITY**

1304.10 An employee's seniority and employment shall terminate if:

1304.11 The employee quits, or

1304.12 The employee is discharged, and the discharge is not reversed through the grievance procedures provided in this contract, or

1304.13 The employee is retired, or

1304.14 The employee is laid off for a continuous period of four (4) years or his/her length of seniority, whichever is less, or

1304.15 The employee falsified pertinent information on his/her application for employment.

**1305 RECALL FROM LAYOFF**

1305.1 When the working force is increased after a layoff, notice of recall shall be sent to the employee by registered or certified mail at his/her last known address as supplied by the Association. If an employee fails to report to work within ten (10) days from the date of mailing of the notice of recall, he/she shall be considered to have voluntarily left the employment of the City.

**ARTICLE XIV: INSURANCE**

**1401 HOSPITALIZATION INSURANCE**

1401.1 The City shall assume the cost of Blue Cross-Blue Shield, (BC-BS) MVF-1 Hospitalization plan with the Master Medical II rider and the \$5.00 deductible prescription drug rider for the employee and family, which shall include probationary officers.

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1401.20 Effective January 1, 1992 or as soon thereafter that an appropriate reopening becomes available from the carrier, the City shall assume only the cost of the BC-BS Preferred Provider Organization, (PPO) alternative form of service delivery coverage for the benefits described in Section 1401.1 of this Article.

1401.21 An employee may continue, or later select, coverage under the traditional BC-BS program provided it continues to be available from the carrier, and further that the employee reimburse the City by means of payroll deduction for the net additional cost of the traditional BC-BS program. An employee who chooses the traditional BC-BS program must continue for a minimum of six months in that program, or until an appropriate reopening becomes available from the carrier. An employee may only switch from the PPO form of coverage to the traditional form when an appropriate reopening is available from the carrier.

1401.3 The City may purchase medical and hospitalization coverage from an insurance carrier other than Blue Cross-Blue Shield provided the coverage remains equivalent or better than the current coverage with Blue Cross, and further provided that said new coverage will be purchased from a nationally recognized insurance carrier. The City will give the Association advance notice of any change and opportunity for response prior to instituting any change in coverage.

**1402 LIFE INSURANCE**

1402.1 The City shall provide Fifty thousand Dollars (\$50,000) in life insurance payable to designated beneficiary upon death of an employee while on or off duty.

1402.2 The City shall provide Seventy thousand Dollars (\$70,000) in accidental death and dismemberment insurance payable to designated beneficiary upon death of an employee while on or off duty.

**1403 DENTAL INSURANCE**

1403.1 The City shall provide dental care insurance for each employee and the employee's spouse and dependent children as herein further provided.

1403.2 The dental care insurance policy purchased by the City shall provide the following typical services:

Service Benefit Class	Percent of Dentists Fee Paid By:	
	Insurance	Employee
Class I	100%	0%
Class II	80%	20%
Class III	50%	50%
Orthodontia	50%*	50%

\*Up to a lifetime maximum \$600.

1403.3 The cost of the dental insurance shall be assumed by the City.

**1404 PHYSICAL EXAMS**

1404.1 The City will inform an employee, who so requests in writing, of his/her own results from any health examination required to be taken by the City. This section shall not be construed as to be binding upon the City with respect to health examinations ordered by the Board of the Police-Fire Pension System.

**1405 OPTICAL INSURANCE**

1405.1 The City shall provide an optical care program for each employee and the employee's spouse and dependent children as herein further provided.

1405.20 The optical care program shall consist of a reimbursement by the City up to a maximum amount shown in the following schedule in a twenty-four (24) month period for each covered individual described in Section 1405.1.

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1405.21                    1997-98            \$250

1405.3     The maximum reimbursement amount shall be based upon the schedule in effect on the date of the first reimbursable service for a covered employee or dependent in each twenty-four (24) month period

1405.40    Reimbursements described in Section 1405.20 through 1405.21 shall be for the following described services:

1405.41    Eye examinations by a person licensed by the State of Michigan to perform same.

1405.42    Prescription lenses and frames.

1405.43    Prescription contact lenses.

1405.5     Reimbursement shall be based upon paid receipts submitted to the City for services or products described in Sections 1405.40 through 1405.43.

**1406        CONSOLIDATION OF MARRIED EMPLOYEES COVERAGES**

1406.1     The City shall make an annual shared expense savings payment to employees covered under this agreement who choose not to be enrolled under either the health, dental, or optical benefit programs described in this article because they are covered under a similar program for their spouse.

1406.2     The payment amount shall be equal to 40% of the annual actual cash savings to the City in reduced premium expense, but shall not exceed \$1,000 in any fiscal year.

1406.3     Payment amounts shall be computed and paid once per year in July, but may be delayed if necessary rate information from the respective carriers is not available. An employee who receives payment may not subsequently receive City coverage for the remainder of the fiscal year or until the next available reopening if later, unless a change in status occurs which makes continued coverage under a spouse's policy no longer possible.

**ARTICLE XV: UNIFORMS**

**1501        CLOTHING ALLOWANCE**

1501.10    Each non-uniformed command officer shall receive a clothing allowance once a year as shown in the following schedule:

1501.11                July, 1994        \$600.00

1501.12                July, 1995        \$600.00

1501.13                July, 1996        \$600.00

1501.2     On or before the last day of May each year, officers receiving this allowance shall submit to the Director documentation showing the uses made of this allowance during the prior fiscal year.

**1502        CLEANING ALLOWANCE**

1502.10    The City shall provide all uniforms required to be worn by the uniformed employees. In order to defray the expenses of cleaning and laundering the policeman's uniform or clothing, and related equipment, the City will pay each uniformed and non-uniformed officer a yearly allowance as shown on the following schedule. The allowance shall be paid in two equal installments during the first five (5) workdays of July and January.

1501.21                1997-98            \$600.00

1501.22                1998-99            \$600.00

1501.23                1999-2000        \$600.00

1501.24                2000-01            \$600.00

1501.25                2001-02            \$600.00



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**1503 PROPERTY REPLACEMENT**

1503.1 The City will repair or replace any items broken or damaged, not through the negligence of the employee in the line of duty (such as watches, glasses, etc.).

**1504 WORK SHOES**

1504.1 The City shall provide up to two (2) pairs of work shoes to each Command Officer each fiscal year upon the request of the Officer

**ARTICLE XVI: PENSION-RETIREMENT**

**1601 ACT 345 PENSIONS**

1601.1 An employee covered by this agreement shall be sustained in a pension fund as a member of the Berkley Public Safety Pension System as set forth in Public Act 345 of 1937 as amended to date, and as modified in this agreement.

1601.2 Pursuant to Section 6 (1)(f), of P.A. 345 "Average Final Compensation," shall mean the average of the 3 years of highest annual compensation received by a member during his/her 10 years of service immediately preceding his/her retirement or leaving service.

1601.30 Pursuant to Section 6 (1)(g), of P.A. 345, a member may elect to obtain employment length of service credit for active military service to the United States Government consistent with the terms and conditions as set forth in the Act.

1601.31 A member may elect to obtain length of service credit for full time prior service as a firefighter, or as a sworn police officer or employee of a law enforcement agency (only as dispatcher, aide, cadet, animal control or code enforcement) in the United States (excluding military service). In order to receive credit, the member shall pay to the retirement system an amount computed in the same manner as provided in Section 6(1)(g) of P.A. 345 for military service credit.

1601.32 For purposes of Section 1601.30 and 1601.31, a member may obtain service credit for only such service as is not and will not be recognized for the purpose of obtaining or increasing a benefit under another retirement system. A member may qualify prior service by making an irrevocable forfeiture of all rights in and to the actual or potential benefit from the other retirement system.

1601.33 Qualifying military service credit must be obtained by the member before qualifying employment service. Not more than a combined total of six years of qualifying military or employment service credit may be obtained by a member.

1601.40 Pursuant to Section 6 (1) e, of P.A. 345, the percentage of average final compensation used to compute a retirement pension shall be 2.5% for the first 25 years of credited service and 1.0% for any years or fractions of years for credited service in excess of 25 years.

1601.41 A retirement pension computed pursuant to Section 1.40 of this Article shall be reduced, if necessary, in sufficient amount so that it shall not exceed 85% of the highest average base wage for any 12 consecutive months during the 36 consecutive months immediately preceding the final day of any employment with the City which increases the employee's credited service for pension purposes.

1601.42 Sections 1.40, and 1.41 above, shall only apply to those employees who retire on or after July 1, 1988 and shall not be cause for adjustment of: (1) retirement pensions currently being paid, or (2) vested deferred pensions arising from employment terminations occurring prior to July 1, 1988.

1601.51 Pursuant to Section 6d, of P.A. 345, the City may from time to time consider and adopt benefit programs providing for post retirement adjustments increasing retirement benefits.

1601.52 The full amount of a monthly pension payment that would otherwise be payable, shall be paid for the month in which a retirant, or surviving spouse, dies and shall not be proportioned to the date of death.



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1601.53 The benefit payable to any surviving spouse of a retirant, who selected an Option II (50%) survivor benefit before July 1, 1975, shall be computed, or re-computed, as a regular 60% survivor benefit as provided in Section 6h of P.A. 345. No retroactive or partial month adjustments shall be made in payments presently being made to a retirant or surviving spouse as a result of the adoption of this Section. Any payments which heretofore may have been paid in error at 60% to a surviving spouse are hereby ratified and no collection of excess benefits shall be required.

1601.6 An employee who terminates City employment and elects a vested retirement benefit pursuant to Section 6 (1) (d) of Public Act 345, and the spouse or surviving spouse of such an employee, shall be eligible only for the retirement pension specifically provided pursuant to Sections 6 (1) (d) and 6 (1) (e) of Public Act 345 and is not eligible at any time for any other benefit or program provided under the terms of this agreement.

1601.7 Effective July 1, 1992 Pursuant to Section 6/(1)(a) of P.A. 345 a member under age 50 who has 25 or more years of credited service may leave the service and receive the full retirement benefits payable as provided in Section 6/(1)(e).

1601.8 Except in cases of disability retirement an employee who gives at least 90 days written notice of voluntary retirement or other separation from employment shall receive a one-time payment equal to one-half percent (0.5%) of his/her annual wage (Schedule A) at the time that the retirement or separation occurs. The payment amount shall increase proportionately to a maximum of one percent (1.0%) for notice given between 90 days and 180 days.

1601.90 At retirement, a member of this bargaining unit may select an additional optional benefit known as the "annuity withdrawal option," which shall be the actuarial equivalent of the benefits normally payable under the plan and further subject to the following terms and conditions:

1601.91 The annuity withdrawal option is an option that allows an eligible member to elect to receive his or her accumulated contributions in a single lump sum payment upon regular retirement under § 6(1)(a) of Act 345 and thereby forfeit the portion of his or her retirement benefits financed thereby, including that portion of any automatic surviving spouse coverage, or option I, or option II, or other optional form.

1601.92 The actuarial present value of the remaining periodic lifetime retirement benefit after the payment of the annuity withdrawal (actuarially equivalent benefit) shall be computed using the investment, income and mortality assumptions employed by the retirement system for the purposes of its actuarial valuations at the time this option is effective for the member.

1601.93 The annuity withdrawal option itself, or in combination with any other optional form of retirement benefit available under the retirement system, may be elected by the member only if the actuary appointed by the retirement board certifies that the benefit, or combination of benefits, in its opinion, will not likely result in an unavoidable increase in the cost of the retirement system to the City.

1601.94 A formal request for the annuity withdrawal option shall be made on a form provided and approved by the retirement board which must be executed by both the eligible member and his or her spouse, if any, and must be witnessed. In addition to such other information as the retirement board may require, the form shall include an estimate prepared by the actuary of the amount of the annuity withdrawal lump sum payment and also the amount of the member's regular retirement benefit payable after taking into consideration the effect of the annuity withdrawal payment and the certification required pursuant to section 1601.93. The Retirement board may establish, and from time to time amend, uniform rules requiring the member to pay all, or part, of any fee charged by the actuary to prepare the estimate.

1601.95 After the annuity withdrawal request form has been executed and accepted by the retirement board it may not be modified or rescinded without the written consent of the retirement board, which consent shall not be given if it would be detrimental to the retirement system.

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY COMMAND OFFICERS

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1601.96 Any and all consequences to the member and his or her spouse resulting from the election of the annuity withdrawal option, including, but not limited to income tax consequences, are the sole responsibility of the member. Any and all advice regarding the advisability of electing the annuity withdrawal option, use of the proceeds, or the consequences thereof provided by: members of the retirement board individually or collectively, advisors engaged by the retirement board, or by any City employee or City official shall be construed as informal and not based on any level of professional expertise. A member and his or her spouse who acts on such advice does so solely and completely at his or her own risk.

1601.97 The retirement board may establish forms and procedures not inconsistent with the provisions herein for the efficient administration of the annuity withdrawal option and to protect the interests of the pension system.

**1602 INSURANCE FOR RETIREES**

1602.1 Retired members of the Public Safety Department who are receiving regular retirement or disability pension payments pursuant to the provisions of the City of Berkley Policemen and Firemen Retirement System shall be eligible to receive hospitalization and life insurance coverage while said retirement payments continue to be paid to the employee or the employee's surviving spouse.

1602.20 Life Insurance shall be in the amount of \$30,000 from the date of retirement until the date the retiree becomes 65 years old.

1602.21 At age 65 and above, life insurance shall be in the amount of \$30,000 provided this coverage level is available from the carrier without additional cost per \$1,000 of coverage. Otherwise coverage shall be \$5,000.

1602.22 The City shall assume the full expense of life insurance coverage provided pursuant to sections 1602.20 and 1602.21.

1602.30 Health insurance shall be the same as that provided for currently employed members pursuant to Article XIV, Section 1401.1 , to the extent that coverage is available from the insurance company.

1602.31 The City shall assume the full expense of the hospitalization insurance of the retiree, and the retiree's spouse. The retiree shall be responsible for any remaining portion of the expense not paid by the City. Retiree expenses shall be paid to the City by means of deduction from regular pension payments.

1602.40 Dental insurance shall be the same as that provided for currently employed members pursuant to Article XIV, Section 3.0, to the extent that coverage is available from the insurance company.

1602.41 The City shall assume the full expense of the dental insurance of the retiree, and the retiree's spouse. The retiree shall be responsible for any remaining portion of the expense not paid by the City. Retiree expenses shall be paid to the City by means of deduction from regular pension payments.

1602.50 Optical insurance shall be the same as that provided for currently employed members pursuant to Article XIV, Section 5.0, to the extent that coverage is available from the insurance company.

1602.51 The City shall assume the full expense of the optical insurance of the retiree and covered dependents.

1602.60 Dental and Optical Insurance benefits will be limited to persons who have retired on or after July 1, 1984.

1602.70 As to any employee who retires on or after the effective date of this agreement, the following Section 1602.71 shall apply which shall supercede and replace any conflicting language in this agreement.

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY COMMAND OFFICERS

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1602.71 Where available, the City may replace traditional coverage with the PPO form of coverage as described in Article XIV, Section 1401.20. The provisions of Article XIV, Section 1401.21 shall apply if a retired employee does not wish to participate in the PPO form of coverage and desires coverage under the traditional form of BC-BS coverage.

1602.80 Benefits paid by the City under Sections 1602.1 through 1602.9 of this Article XVII, for coverages afforded a "spouse" or "surviving spouse" are limited only to those persons who are, or were, married to an employee covered under this agreement as of the employee's last day of employment with the City prior to terminating employment and immediately commencing receipt of the retirement benefits of the pension system described in Section 1601.1 of this Article.

1602.81 A person who marries a former employee, or the surviving spouse of a former employee after the employee commenced retirement shall be eligible, if accepted by the provider, to receive the same coverage as a spouse. The cost of such coverage shall be paid by the former employee or surviving spouse by means of deduction from regular pension payments.

**1603 FUNDING OF CERTAIN RETIREMENT EXPENSES**

1603.1 Accumulated sick leave which is paid off at retirement pursuant to Article X, Section 1005.1 shall be considered an adjunct retirement benefit for state and local law including funding (and millage) purposes but will not be a formal part of the retirement system trust fund provisions. The retirement system will be merely a funding pass-through relative to this adjunct retirement type benefit.

1603.2 The administration of, and obligations under, Article X, Section 1005.1 are that of the City and not the retirement system, and will continue to be governed by collective bargaining and applicable state law including the Public Employees Relations Act.

1603.3 This section 1603.1 through 1603.3 is expressly limited by and will be null and void as to the involvement of the retirement system, but not the City, in the event of any determination by any competent forum with appropriate jurisdiction that this provision, notwithstanding the intent of the City and the Association as described above, adversely affects the qualified status of the retirement system plan.

**1604 PENSION BOARD**

1604.10 One member of the retirement board established pursuant to Section 1 of Act 345 of 1937 as amended, shall be elected by a majority vote of the employees covered under this agreement. The selected retirement board member shall serve until a replacement is duly elected.

1604.11 If the position on the board elected by members of the Association is vacant for more than forty-five (45) calendar days, the president of the association representing Berkley public safety officers may designate one of its members to fill the vacancy temporarily, until a member is duly elected pursuant to Section 1704.10.

1604.20 The management and operation of the retirement system established under Act 345 of 1937 as amended shall be subject to the provisions of the Act and the rules, procedures, and decisions of the retirement board established pursuant to the Act and are not in any manner subject to the grievance procedure provided in this agreement.

**1605 DISPOSITION OF SAVINGS WHEN PLAN IS FULLY FUNDED**

1605.1 In a year in which the plan is sufficiently well funded that the total amortization payment is equal to or less than -1.00%, (i.e. -1.00%, -1.55%, -2.35%, etc.), of valuation payroll, as shown on the schedule, "Contributions Computed to Meet Financial Objective of the Retirement System" in the "REPORT OF ANNUAL ACTUARIAL VALUATION," submitted yearly to the Board of the pension system by the actuarial firm appointed by the Board, a portion of the resulting savings shall be contributed to United States Internal Revenue Code Section 457 deferred compensation accounts of the employees covered by this agreement in the manner, and subject to the limitations, described below.

1605.20 The total amount to be contributed shall be determined by the following formula:



CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY COMMAND OFFICERS

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1605.21 **A** = **B** x **C** x **20%** where:

1605.22 **A** = The total contribution amount,

1605.23 **B** = The valuation payroll, sometimes referred to as the member payroll,

1605.24 **C** = The absolute value of the total amortization payment percentage, (i.e. 2% is used if the amortization value is -2%).

1605.30 The annual contribution to the pension system by the City that would otherwise be made as provided pursuant to the actuarial valuation shall be increased by the amount of the total contribution amount and shall be used as the source of funds for the contributions to deferred compensation accounts as described in this section of the agreement.

1605.40 The total contribution amount shall be divided equally by the number of active members of the pension system as of the valuation date of the actuarial valuation, into individual contribution amounts. Individual contribution amounts shall be deposited into accounts employees covered by this agreement shall have individually established with a recognized deferred compensation program.

1605.41 No contribution will be made, and the contribution will be forfeited, if an employee does not have an established account at the time the contribution is to be made or if the employee is not eligible under the rules of the relevant deferred compensation program to receive an employer contribution into his or her account.

1605.42 A recognized deferred compensation program is one that is approved by the City at the time contributions are to be made for the receipt of employee contributions by means of payroll deduction.

1605.50 Prior to making the contributions to deferred compensation accounts, the City shall provide the Association with a report of the calculation of the amounts to be contributed and a list of eligible Association employees. The Association shall approve the report, or a mutually agreeable amendment thereof, prior to the contributions being made.

1605.51 The City shall provide the list described in Section 1605.50 to the Association not more than fifteen (15) days from the date on which the pension board receives and approves the actuarial valuation.

1605.60 The contribution to deferred compensations accounts shall be made not later than the later of:

1605.61 January 31, of the year following the valuation date of the actuarial valuation upon which the total contribution is based.

1605.62 Forty-five (45)-days following the date on which the pension board receives and approves the actuarial valuation.

1605.63 Forty-five (45) days following approval of the report by the Association.

#### ARTICLE XVII: WORKER'S COMPENSATION AND INJURY LEAVE

##### 1701 PAYMENTS BY CITY-INSURANCE CARRIER

1701.1 Each regular full time employee or probationary employee occupying a position of a permanent nature who is unable to work as a result of an injury incurred in the performance of his/her job shall receive pay during such disability as follows:

1701.2 During the first seven (7) days, the City shall pay the employee his/her basic weekly wage.

1701.3 After the first seven (7) days, an employee who is eligible for Workmen's Compensation Insurance benefits will be paid such benefits directly by the City's insurance carrier. The City will pay an employee eligible for Workmen's Compensation benefits the difference between his/her insurance benefit and his/her weekly wage while he/she receives Workmen's Compensation benefits. Any such dual payments will not continue beyond twelve (12) months.

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY COMMAND OFFICERS

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1701.4 If, upon expiration of the twelve (12) months period covered by Sections 1.2 and 1.3 above, the employee is unable to return to work, he/she may elect to use his/her accumulated sick leave, annual leave, holiday leave, and compensatory time off to supplement the difference between his/her regular weekly wage and his/her Workmen's Compensation benefits.

**1702 ELIGIBILITY FOR PAYMENT**

1702.1 To become eligible for injury leave with pay, an employee must report his/her injury to his/her Shift Commander or his/her immediate Supervisor immediately and make himself available for first aid treatment.

1702.2 No employee shall be entitled to his/her regular compensation for absence from duty on account of injuries, if said injuries were not received while acting in the line of duty. Such absence from duty will be considered as sick leave and will be governed by the rules pertaining to sick leave.

**1703 DISABILITY RETIREMENT NOT PRECLUDED**

1703.1 The terms and provisions of this Article shall not be construed as preventing the City from initiating proceedings for the duty disability retirement of an employee at any time that the City determines that the employee may so qualify under the terms of the retirement plan cited in this agreement.

**ARTICLE XVIII: PUBLIC SAFETY**

**1801 STATEMENT OF POLICY**

1801.1 The City and the Association agree that the provision of Police and Firefighting services by means of one integrated uniform Public Safety Service would serve the interests of the residents and taxpayers of the City of Berkley in receiving all City services in the most cost effective manner under current conditions of available technology and financial resources.

**1802 PUBLIC SAFETY OFFICER**

1802.1 A Public Safety Officer is an employee who, after receiving the appropriate training in the requisite skills, actively serves the City of Berkley in the concurrent capacity of a professional Police Officer or Firefighter.

**1803 PUBLIC SAFETY DEPARTMENT**

1803.1 The City shall develop, implement, effectuate, and operate a Public Safety Department for the provision of Police and Firefighting services.

**ARTICLE XIX: PAY, WAGES, AND LONGEVITY**

**1901 RATES OF PAY**

1901.1 The rates set forth in Schedule "A" shall be effective on July 1, 1994 . The amount of any payment to an employee made pursuant to the provisions of this agreement which the City must report to either the federal or state government for tax purposes will be included and paid on the next following regular city payroll following the scheduled payment date as provided in the relevant section(s) elsewhere in this agreement regarding that payment.

**1902 PAY ADVANCES**

1902.1 Pay advances prior to vacation leave or emergency leave must be authorized by the Manager's office.

**1903 PAYROLL DEDUCTIONS**

1903.1 No deductions other than those currently being used or specified in this contract shall be mandatory upon the City.

1903.20 The City may make deductions from the pay of an employee:



CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY COMMAND OFFICERS

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- 1903.21 As required by a judicial mandate;  
1903.22 To correct an administrative error which has resulted in an employee being overpaid.

**1904 PAYDAY ON HOLIDAY**

- 1904.1 A payday falling on a Holiday shall be paid during the preceding regular working day.

**1905 LONGEVITY PAYMENTS**

1905.1 Each employee shall be entitled to participate in the City's longevity program which is based on his/her annual salary assuming a regular work year. Longevity shall not be based on any overtime or other special benefits paid. An employee with the number of years outlined in the following schedule shall be entitled to longevity payments as a percentage of his/her existing salary payable in his/her first check in December.

Number of full consecutive years completed prior to <u>November 30</u>	<u>Longevity Payment Percentages</u>
3 years	1%
5 years	2%
10 years	4%
15 years	6%
20 years	8%

1905.2 An employee whose application for regular or disability retirement has been approved by the Berkley Public Safety Pension Board, and who separates from City employment for the purpose of receiving said retirement in the next following month, shall at the time of separation be entitled to receive a pro-rated longevity payment based upon the number of months from the most recent November 30th to the last day of employment. If the last day of employment occurs on or after the fifteenth (15th), a full month shall be credited.

1905.3 An employee who becomes a member of the bargaining unit after May 6, 1986, shall not be eligible to receive the longevity payments described in this agreement unless, at the time of promotion into the bargaining unit, the employee was eligible to receive longevity payments pursuant to the provisions of the collective bargaining agreement for non-supervisory employees of the Public Safety Department.

**1906 INCREMENTAL SCALE BETWEEN RANKS**

1906.1 The salaries reflected in Exhibit "A" are based upon the following incremental pay ratio between ranks:

Sergeant to Patrolman	1.140
Lieutenant to Patrolman	1.250

1906.2 The ratios expressed in Section 6.1 shall be computed for employee wages for like Public Safety status definitions as described in Section 8.10 of this Article.

1907 [Deleted]

**1908 PUBLIC SAFETY SERVICES WAGES**

1908.10 For purposes of identifying the levels of compensation on Schedule "A" associated with the various levels of Public Safety training and services, the following Public Safety status definitions will be used:

1908.11 PS-II Employees who are trained and serve in a law enforcement and fire fighting capacity as the situation at hand requires.

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY COMMAND OFFICERS

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**ARTICLE XX: SEPARABILITY AND SAVINGS**

2001.1 If any provisions of this agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, the remainder of this agreement, or the application of such provisions to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

2001.2 In the event that any provision is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby, shall enter into immediate collective bargaining negotiations, upon the request of the Association and/or the City for the purpose of arriving at a mutually satisfactory replacement for such provision during the period of invalidity or restraint.

**ARTICLE XXI: EFFECTIVE DATE**

2101.1 Except as may be more specifically provided in other sections of this agreement, this agreement shall take effect July 1, 1997 at 12:01 AM, or upon ratification by the parties, whichever is later, and shall continue in effect until midnight of June 30, 2002.

2101.2 In the event that ratification by both parties occurs later than the effective date specified in Section 1.1 of this Article, the provisions of this agreement respecting increased wages shall be retroactive to the effective date, and shall be paid with the next regular payroll. Changes in health and welfare benefits will become effective as specified in the agreement or upon completion of necessary arrangements with insurance companies or similar organizations.

2102.1 If within, and notwithstanding, the term of the agreement specified in Section 2101.1 of this Article, the currently separate public safety services of the City of Berkley and the City of Huntington Woods are merged into essentially one organization providing public safety services to both cities, this agreement will expire on: A) The last day of the month prior to the date when the merger officially takes effect; or, B) The last day of the month following 90 days written notice to the Association of the effective date; whichever is later.

2102.2 If the agreement expires under the terms of Section 2102.1 it is specifically understood and agreed that the terms and conditions of the expired agreement remain in full force and effect, including but not limited to scheduled wage increases, until a successor agreement is ratified.

2103.1 In witness whereof, the parties hereto have, by their duly authorized representatives, signed and sealed this Agreement on the 4<sup>th</sup> day of May, 1998.

FOR THE ASSOCIATION:  
BERKLEY POLICE COMMAND OFFICERS  
ASSOCIATION

FOR THE CITY:  
CITY OF BERKLEY,  
MICHIGAN

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ROBERT NORTH, PRESIDENT

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JOHN MARK MOONEY, MAYOR

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PETER KELLY, SECRETARY

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Approved as to form:  
CHARLES M. LOWTHER CITY ATTORNEY

\_\_\_\_\_  
Attest:  
LEONA M. GARRETT, CITY CLERK

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Approved as to Substance:  
WILLIAM L RECHLIN, CITY MANAGER

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY COMMAND OFFICERS

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SCHEDULE 'A'

BERKLEY POLICE COMMAND OFFICERS' ASSOCIATION

	P.S. STATUS	START	COMPLETE PROBATION*
JULY 1, 1997 TO JUNE 30, 1998:			
SERGEANT	II	\$52,155	\$54,900
LIEUTENANT	II	\$57,188	\$60,198
JULY 1, 1998 TO JUNE 30, 1999:			
SERGEANT	II	\$53,720	\$56,547
LIEUTENANT	II	\$58,904	\$62,004
JULY 1, 1999 TO JUNE 30, 2000:			
SERGEANT	II	\$55,332	\$58,244
LIEUTENANT	II	\$60,671	\$63,864
JULY 1, 2000 TO JUNE 30, 2001:			
SERGEANT	II	\$56,991	\$59,991
LIEUTENANT	II	\$62,491	\$65,780
JULY 1, 2001 TO JUNE 30, 2002:			
SERGEANT	II	\$58,701	\$61,791
LIEUTENANT	II	\$64,366	\$67,754

\*See:

(1208.11 Sergeant Twelve Months)

(1208.12 Lieutenant Six Months)

CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY COMMAND OFFICERS

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JOINT MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the City of Berkley, and the Berkley Public Safety Command Officers Association. It shall continue in force until June 30, 2002, or until the City and the Association ratify a labor agreement to succeed the current agreement, whichever is later.

**01 Revised Procedure for Scheduling of Vacation**

01.1 Through June 30, 1998, the following amended language shall be observed in place of the language of the agreement itself as found in Article XI, Annual Leave:

1103.21 Annual leave of one ~~two consecutive~~ work days or less shall not be granted if the absence of the employee requesting the leave would create or increase the necessity for making up a shift shortage.

01.2 From July 1, 1998 Through June 30, 2002, the following amended language shall be observed in place of the language of the agreement itself as found in Article XII, Annual Leave:

1103.21 Annual leave of less than one ~~two consecutive~~ work days ~~or less~~ shall not be granted if the absence of the employee requesting the leave would create or increase the necessity for making up a shift shortage.

**02 Limitations on Revised Procedure**

The experience of the City using the revised procedure described in section 01 above shall continue only so long as the City, in its sole judgement, does not experience an unacceptable increase in overtime expense as a result. To this end, the City, in consultation with the Association, shall annually review overtime costs to determine how much overtime has occurred as a result of the revised procedure and whether it should continue to be observed.

If the City determines that the revised procedure described in section 01 should no longer be observed, the regular language of the agreement shall be observed.

FOR THE ASSOCIATION:  
BERKLEY POLICE COMMAND OFFICERS  
ASSOCIATION

FOR THE CITY:  
CITY OF BERKLEY,  
MICHIGAN

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ROBERT NORTH, PRESIDENT

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JOHN MARK MOONEY, MAYOR

\_\_\_\_\_  
PETER KELLY, SECRETARY

\_\_\_\_\_  
Approved as to form:  
CHARLES M. LOWTHER CITY ATTORNEY

\_\_\_\_\_  
Attest:  
LEONA M. GARRETT, CITY CLERK

\_\_\_\_\_  
Approved as to Substance:  
WILLIAM L RECHLIN, CITY MANAGER



CITY OF BERKLEY  
BERKLEY PUBLIC SAFETY COMMAND OFFICERS

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JOINT MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into between the City of Berkley, and the Berkley Public Safety Command Officers Association. It shall continue in force until June 30, 2002, or until the City and the Association ratify a labor agreement to succeed the current agreement, whichever is later.

01 Additional Language Regarding Directed, Non-Voluntary Overtime

The following additional language shall be observed regarding section 907 rotation of overtime:

907.162 A member of the bargaining unit who is directed to work overtime pursuant to section 907.161 or 907.162 shall be compensated as provided under the relevant sections of this Article IX except at the rate of two times his/her normal salary rate or with compensatory time of two hours for each hour worked.

FOR THE ASSOCIATION:  
BERKLEY POLICE COMMAND OFFICERS  
ASSOCIATION

FOR THE CITY:  
CITY OF BERKLEY,  
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